

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Director, Office of Maritime Labor and Training who shall reduce his or her decision to writing and mail or otherwise furnish a copy thereof to the school, which decision shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the school appeals by mailing or otherwise furnishing said Director, Office of Maritime Labor and Training, a written appeal addressed to the Maritime Administrator, Department of Transportation. The decision of the Maritime Administrator, Department of Transportation, or his or her duly authorized representative, shall be final and conclusive. In connection with any appeal, the school shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the school shall proceed diligently with performance of the Agreement in accordance with the decision of the Director, Office of Maritime Labor and Training.

**Art. 11. *Duration of Agreement.***

This Agreement is effective as of the day and year first set forth hereinabove and shall remain in full force and effect for a period of \_\_\_\_ years after said date, unless sooner terminated by either party as herein provided.

**Art. 12. *Termination of Agreement.***

This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. *Provided, however,* that notwithstanding any such termination the parties hereto shall continue to be responsible for the faithful performance of all of the terms and provisions of this Agreement through the effective date of such termination. Termination or expiration of this Agreement shall neither affect nor relieve either party of any liability or obligation that may have arisen or accrued prior thereto.

**Art. 13. *Renewal of Agreement.***

Unless terminated by notice, as provided for herein under Article 12 of this Agreement, the rights and privileges granted to, and the obligations assumed by, the parties together with all other provisions of this Agreement shall continue in full force and effect and shall be renewed from year-to-year for an additional period of one (1) year from the expiration date herein, unless either party shall at least three (3) months prior to the date of expiration of any additional one (1) year period notify the other party in writing that it does not desire the Agreement to be extended for such additional one (1) year period. This Agreement, as extended year-to-year as aforesaid, may be amended, modified or supplemented in writing at any time by the mutual consent of the parties hereto.

**Art. 14. *Assignment Prohibited.***

It is hereby agreed by the school that the Agreement, or any interest herein, shall not be assigned to any other person without the prior written consent of the Administration, which consent may be subject to such terms and conditions as the Administration deems appropriate.

**Art. 15. *Availability of Funds.***

It is understood and agreed by and between the parties hereto that the obligations under this Agreement shall be deemed executory to the extent of the monies available to said parties for the purpose thereof and no liability on account thereof shall be incurred beyond such available monies by either of said parties.

**Art. 16. *Prior Agreement.***

It is hereby understood and agreed by and between the parties hereto that the agreement in effect between the parties on the date prior to the effective date of this Agreement is superseded by this Agreement but only as to obligations not incurred prior to the expiration date of said prior agreement under the provisions of said prior agreement.

In witness whereof, the UNITED STATES OF AMERICA, represented as aforesaid, has caused this Agreement to be executed on its behalf in three counterparts as of the day and year first written hereinabove and actually on the \_\_\_\_ day of \_\_\_\_, 19\_\_.

**Attest:**

United States of America, Department of Transportation, Maritime Administration.

Secretary. \_\_\_\_\_  
By: \_\_\_\_\_

Maritime Administrator of Maritime Affairs.  
[Seal]

**Attest:**

State of \_\_\_\_\_  
\_\_\_\_\_, Maritime Academy

By: \_\_\_\_\_

[Seal]

Approved as to form:

General Counsel, Maritime  
Administration.

[46 FR 37694, July 22, 1981. Redesignated at 48 FR 24081, May 31, 1983]

## Subpart B [Reserved]

## Subpart C—Admission and Training of Midshipmen at the United States Merchant Marine Academy

AUTHORITY: Secs. 204(b) and 1301-1308, Merchant Marine Act, 1936, as amended, (46

## Maritime Administration, DOT

## § 310.53

U.S.C. 1114(b) and 1295-1295g); 49 CFR 1.66 (46 FR 47458, September 28, 1981).

SOURCE: 47 FR 21812, May 20, 1982, unless otherwise noted.

### § 310.50 Purpose.

The regulations in this subpart govern the nomination, admission and appointment of midshipmen to the United States Merchant Marine Academy,

### § 310.51 Definitions.

(a) *Academy* means the United States Merchant Marine Academy.

(b) *Act* means the Maritime Education and Training Act of 1980, Pub. L. 96-453, 94 Stat. 1997, 46 U.S.C. 1295-1295g.

(c) *Administration* means the Maritime Administration, Department of Transportation.

(d) *Administrator* means the Administrator of the Maritime Administration.

(e) *Citizen* means an individual who, by birth or naturalization, owes national allegiance to the United States, but the term excludes United States nationals.

(f) *Foreign student* means an individual who owes national allegiance to a country or political entity other than the United States, and the term includes United States nationals.

(g) *NOAA* means the National Oceanic and Atmospheric Administration.

(h) *USNR* means the United States Naval Reserve.

### § 310.52 General.

(a) Midshipmen are appointed to the Academy for training to prepare them to become officers in the U.S. merchant marine. The Academy, located at Kings Point, New York, is maintained by the Government as a part of the Administration. After successful completion of the 4-year course of study, a graduate of the Academy shall receive a Bachelor of Science degree and a merchant marine license as either a third officer or third assistant engineer (or both licenses upon completion of a special curriculum and passing the re-

spective license examinations) issued by the U.S. Coast Guard. If qualified, a graduate may be commissioned as an officer in a reserve component of an armed force of the United States.

(b) Midshipmen entering the Academy after April 1, 1982, are required by the Act to sign an agreement committing them to service obligations following the date of graduation. The terms of the service obligation contract are set forth in § 310.58 of this subpart.

### § 310.53 Nominations and vacancies.

(a) *Nominating officials.* (1) Each Senator and Member of the House of Representatives (including delegates from Guam, the Virgin Islands and the District of Columbia and the Resident Commissioner from Puerto Rico), the Panama Canal Commission, the Governor of the Northern Mariana Islands, and the Delegate to the House of Representatives from American Samoa may nominate ten (1) candidates to compete for admission to the Academy.

(2) In accordance with the Act (46 U.S.C. 1295b (b)(1)), nominating officials may only nominate candidates who are residents of the State or other geographic area which the particular nominating official represents, as follows:

The candidate must be a resident of—	To be nominated by—
The State .....	A Member of the U.S. Senate representing that State.
The State .....	A Member of the U.S. House of Representatives whose Congressional District is located in that State.
Guam .....	The Delegate to the U.S. House of Representatives representing Guam.
Virgin Islands .....	The Delegate to the U.S. House of Representatives representing the Virgin Islands.
District of Columbia .....	The Delegate to the U.S. House of Representatives representing the District of Columbia.
Commonwealth of Puerto Rico.	The Resident Commissioner to the United States from Puerto Rico.
American Samoa .....	The Delegate to the House of Representatives representing American Samoa.